ECCLESIA LAW

DEBT DISCHARGE

"ACCEPTED FOR VALUE" “INDORSEMENT” “BILLS OF EXCHANGE”

DO BRANDON JOE WILLIAMS' METHODOLOGIES WORK?

6TH March 2026

The landscape of American commercial law is defined by a rigorous, codified system of statutes, most notably the Uniform Commercial Code (UCC), which governs transactions, negotiable instruments, and secured financing. Over the past several decades, a subset of alternative legal theories has emerged that attempts to reinterpret these commercial statutes to unilaterally discharge private, municipal, and federal debt. These methodologies operate on the premise that the modern fiat currency system contains structural, statutory loopholes allowing individuals to invalidate institutional debt through specific administrative procedures.

Among the most prominent contemporary proponents of these strategies is Brandon Joe Williams, whose frameworks—disseminated through platforms such as "OneStupidFuck" and the "Contract Killer Course"—advocate for leveraging UCC Article 3 mechanisms to settle obligations.[1] Central to his methodology is the use of "Accepted for Value" (A4V) presentments, self-generated private bills of exchange, qualified "without recourse" indorsements, and the weaponization of UCC-3 lawsuits.[4]

This report provides an exhaustive, expert-level evaluation of these theories. By systematically deconstructing the historic and statutory texts upon which they rely, the technical mechanics of the proposed debt discharge methods, and their definitive rejection by federal and state judiciaries, this analysis clarifies the boundary between established commercial jurisprudence and pseudo-legal financial administration.[6]

The Historical and Ideological Foundations of Alternative Commercial Theory

To understand the mechanics of the A4V process and the issuance of private bills of exchange, it is necessary to examine the foundational ideology that underpins them. The origin point for virtually all alternative debt discharge theories is the suspension of the gold standard in the United States and the subsequent interpretations of fiat currency.

House Joint Resolution 192 (1933) and the Shift to Fiat Currency

On June 5, 1933, the United States Congress passed House Joint Resolution 192 (HJR 192), which effectively abolished the requirement that public and private obligations be paid in gold coin. The resolution declared that tying debts to a specific kind of coin or currency was against public policy.[8] From that point forward, the law stipulated that "All coins and currencies of the United States (including Federal Reserve notes... shall be legal tender for all debts, public and private".[9]

Within mainstream commercial law, HJR 192 simply marked the transition from a commodity-backed monetary system to a fiat monetary system, where Federal Reserve Notes serve as the universal medium of exchange. However, within alternative commercial theories, HJR 192 is interpreted as the moment the United States went bankrupt and removed "lawful money" (substance) from circulation.[8]

The theory posits that because citizens can no longer "pay" debts at law with gold or silver, they are mathematically forced to merely "discharge" debts using Federal Reserve Notes. In this framework, Federal Reserve Notes are viewed not as actual money, but as debt instruments or "promises to pay".[8] Proponents argue that a Federal Reserve Note is inherently a negative-value instrument. Consequently, they assert that the government created a remedy: because citizens cannot pay in substance, they must be allowed to discharge debts by issuing their own promissory notes or bills of exchange drawn against the national credit.[8]

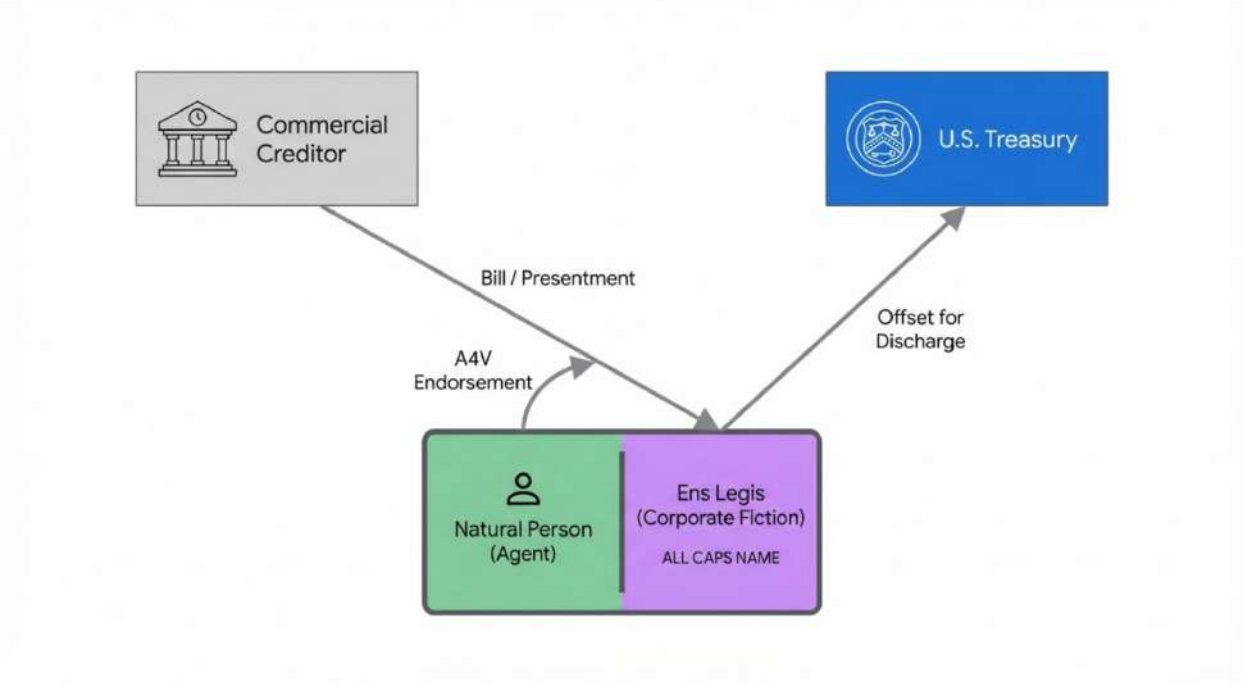
The "Ens Legis" and the Commercial Franchise

Coupled with the interpretation of HJR 192 is the ontological bifurcation of the individual, an ideology heavily relied upon in Williams' methodologies.[12] The theory suggests that upon the registration of a birth, the state creates an artificial corporate entity, an *ens legis* or "Strawman," which operates strictly in commerce.[12] This corporate fiction is typically denoted by the individual's name in all capital letters.[15]

Brandon Joe Williams specifically utilizes this distinction in his legal filings and instructional materials. He classifies the all-caps iteration of his name (BRANDON JOE WILLIAMS) as a "commercial entity called a sole proprietorship" or a "franchise" that was given to him to allow him to interface into commerce within the United States.[16] In contrast, he refers to his living self as a "man of the Union".[16] Under this paradigm, the living person acts merely as an authorized representative, agent, or attorney-in-fact for the corporate fiction.[4]

Because the state allegedly pledged the future labour of the citizen as collateral for the national debt in 1933, theorists believe that an exemption account exists for each corporate fiction.[15] The overarching goal of the A4V methodology and the issuance of private bills of exchange is to access this perceived exemption to set off commercial liabilities, operating under the assumption that the natural man owes nothing, while the corporate franchise holds unlimited, prepaid credit.[16]

Theoretical Architecture of Alternative Debt Discharge



This diagram illustrates the operational theory behind 'Accepted for Value' and private bills of exchange. It highlights the purported separation of the natural individual from the state-created corporate entity, mapping the theoretical attempt to route commercial debt to the Treasury for offset.

The Mechanics of "Accepted for Value" (A4V)

The "Accepted for Value" (A4V) mechanism is a core administrative tactic utilized in the effort to discharge debt without utilizing standard, liquid legal tender. The process involves taking a demand for payment—such as a mortgage statement, credit card bill, municipal tax notice, or utility bill—and treating it strictly as a negotiable instrument that can be "accepted" and "returned" for settlement.[9]

The Physical Application of the A4V Endorsement

Practitioners of this method apply physical alterations to the received invoice. They typically stamp or write phrases such as "Accepted for Value and Returned for Value," "For Settlement and Closure," or "Exempt from Levy" diagonally across the face of the document.[9] The signature of the natural person (acting as the agent) is often followed by qualifiers like "Without Prejudice," "Under Duress," or citations to specific commercial codes, namely "UCC 1-308" (which pertains to the performance or acceptance under reservation of rights) and "HJR 192".[9]

Furthermore, the documents are frequently signed in red ink, bear personal seals, and may be mailed with excessive postage. The application of excessive postage is a tactic rooted in the belief that the Postmaster General holds supreme authority over commercial mail and that the stamps somehow convert the domestic envelope into an international treaty vessel.[24]

The Commercial Rationale

The commercial logic asserted by proponents of the A4V method is that the original creditor (for example, a bank issuing a mortgage or a municipality issuing a utility bill) did not actually loan "money of substance".[22] Instead, the theory claims that the institution monetized the borrower's signature to create the funds.[22] Therefore, the bill sent to the consumer is viewed not as a demand for actual, pre-existing money, but merely as an accounting "presentment" or an offer to contract.[17]

By endorsing the document "Accepted for Value," the individual is purportedly accepting the accounting entry and authorizing the creditor to offset the debt against the individual's hidden corporate exemption account.[15] In this alternative commercial framework, the principal amount owed, the interest terms, and the payment schedule are treated as negotiable items.[26] Once the document is accepted for value, the practitioner asserts that the debt is legally discharged, and the burden shifts entirely to the creditor to settle their internal ledgers.[27]

The Presumption of Acquiescence and Dishonour

A critical component of the A4V strategy is how practitioners interpret the response of the creditor. When a corporation or government entity receives a bill stamped "Accepted for Value," it typically ignores the physical alterations and processes the document as a standard failure to pay, leading to late fees or default.[28]

However, alternative legal theory dictates that in commerce, an unrebutted affidavit stands as truth, and silence equates to acquiescence.[17] If the creditor continues to pursue collection, issue late notices, or initiate litigation without formally and correctly rebutting the A4V presentment within a specific timeframe (often cited as 10 to 30 days under various fabricated readings of the Truth in Lending Act), they are accused of commercial "dishonor".[10] Practitioners then use this perceived dishonor as grounds to file counter-lawsuits, claim breach of contract, or issue punitive commercial liens against the creditor.[10]

Private Bills of Exchange and UCC 3-104

When creditors inevitably ignore or reject the A4V-stamped invoices, practitioners escalate the process by issuing private, self-generated financial instruments. These documents are most commonly titled "International Bills of Exchange," "Promissory Notes," or "Sight Drafts".[8] Brandon Joe Williams frequently utilizes these instruments, describing them as "unconditional tender of payment" and referencing the Bills of Exchange Act 1882 and the Uniform Commercial Code (UCC) to validate their usage.[7]

Statutory Definition of a Negotiable Instrument

To evaluate the legal viability of these private bills, they must be measured against the actual requirements of UCC Article 3, which governs negotiable instruments. Under UCC § 3-104, a "negotiable instrument" is defined as an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

1. Is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
2. Is payable on demand or at a definite time; and
3. Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.[11]

Additionally, UCC 1-201(b)(24) defines "money" as a medium of exchange currently authorized or adopted by a domestic or foreign government.[38]

The Structural Failure of Private Bills

While the private bills drafted by theorists often mimic the statutory language perfectly—explicitly stating an unconditional order to pay a fixed amount—they fail a fundamental commercial and legal test: they are not backed by actual funds, nor are they drawn on a legitimate financial institution holding liquid legal tender. The "money" they order to be paid is entirely theoretical, purportedly drawn from the debtor's secret Treasury exemption or based on the inherent value of the citizen's own unlimited credit.[15]

In standard commercial practice, a bill of exchange (such as a check or a draft) is an order directed to a specific drawee (usually a bank) where the drawer actually holds funds.[41] When an individual creates a private bill of exchange routing the payment to the Secretary of the Treasury or demanding that the creditor monetizes the instrument at a Federal Reserve window, they are attempting to draw on an account over which they have no legal authority, and which contains no authorized medium of exchange.[8]

Judicial decisions consistently highlight this discrepancy. Courts recognize that a piece of paper styled as a "Bill of Exchange" does not magically transform into legal tender merely because it quotes UCC 3-104. As summarized by federal bankruptcy courts and appellate jurisdictions, these instruments are classified as "fictitious obligations" or "bogus monetary documents" that misunderstand the foundational requirement of consideration and funded accounts in the negotiation of instruments.[7]

The Weaponization of UCC 3-603: "Tender of Payment"

The crux of the alternative debt discharge theory—and a primary focus of the lawsuits initiated by Brandon Joe Williams—rests on a deliberate, tactical misreading of UCC § 3-603, which covers the "Tender of Payment".[11] Understanding how this specific statute is weaponized requires an examination of both its intended commercial purpose and its alternative interpretation.

The Standard Commercial Application of UCC 3-603

UCC § 3-603 dictates the legal effects of offering payment for an obligation. Subsection (b) of the statute states:

> *If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.* [9]

Additionally, subsection (c) states that if tender of payment of an amount due is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged.[20]

In legitimate commercial law, this provision acts as an equitable shield. If a debtor attempts to pay off a loan using valid, certified legal tender (such as a cashier's check or a wire transfer), and the bank unreasonably refuses to accept it, the law protects the debtor. The refusal stops the accrual of further interest (under subsection c) and discharges the liability of secondary parties, such as co-signers or indorsers (under subsection b), because they should not be penalized for the creditor's refusal to accept a valid payoff.[38] It does not, however, magically erase the principal debt owed by the primary maker.

The Alternative Interpretation and Strategy

Proponents of alternative commercial theories, including Williams, interpret UCC 3-603 not as a shield, but as an offensive weapon to force a total discharge of debt.[9] The methodology unfolds in a specific, premeditated sequence:

1. **The Tender:** The practitioner sends the creditor a self-drafted, unfunded "Bill of Exchange" or "Promissory Note" for the full amount of the outstanding debt (e.g., a $1.1 million mortgage balance).[34]
2. **The Anticipated Refusal:** The practitioner operates with the full knowledge that the creditor (a bank, utility company, or credit card issuer) will not, and legally cannot, accept a private piece of paper drawn on a non-existent Treasury account as payment.[28]
3. **The Claim of Discharge:** When the creditor inevitably refuses the instrument, returns it, or ignores it, the debtor declares that the creditor has "refused tender." According to their reading of UCC 3-603(b), this refusal triggers an automatic, statutory discharge of the entire debt obligation.[9]

This strategy relies on an intentional conflation of terms. The practitioner treats their private bill as valid "tender," and treats the creditor's rejection of a fraudulent document as a "refusal" under the statute.[34]

Judicial Rejection of the Tender Argument

The courts have universally rejected this application of UCC 3-603. The fatal flaw in the strategy is the legal definition of "tender." For UCC 3-603 to apply, the tender of payment must be valid; it must be made in legal tender (actual currency) or its commercial equivalent (a valid, funded bank check or draft).[21]

A private, unfunded bill of exchange does not constitute a valid tender of payment.[20] Because the instrument itself is legally invalid and holds no commercial value, a creditor's refusal to accept it does not trigger the discharge protections of UCC 3-603.[20]

In a representative appellate case from Ohio (*Williams v. City of Montgomery*), a plaintiff sued the city, claiming it should have accepted his self-created "international bills of exchange" to pay his water bills, arguing that their refusal to do so dishonoured the instrument and discharged his obligation.[30] The appellate court affirmed the dismissal of the case, ruling as a matter of law that the plaintiff's "self-created international bills of exchange were not valid legal documents or tender".[30]

Similarly, the Pennsylvania Public Utility Commission handled a case where a consumer demanded his utility bills be "Accepted for Value" and paid via alternative monetary documents. The Commission ruled that the utility provider was entirely justified in rejecting the "bogus monetary documents" and that the consumer remained fully liable for the debt, rendering citations to tender statutes impertinent.[21]

The Science of Indorsements: "Without Recourse" and the Holder in Due Course

Another highly technical aspect of commercial law leveraged by Brandon Joe Williams involves the rules of indorsement and negotiation. In standard commercial law, when a payee transfers a negotiable instrument to another party, they indorse it, thereby transferring the right to enforce the instrument.[48] The manner in which an instrument is indorsed dictates the liability of the parties involved.

Types of Valid Commercial Indorsements

The UCC recognizes several types of indorsements, each carrying different legal consequences:

1. **Blank Indorsement:** Occurs when the payee merely signs the back of the instrument without specifying a new payee. The instrument becomes payable to the bearer and can be negotiated by possession alone.[49]
2. **Special Indorsement:** Occurs when the payee specifies to whom the instrument is to be paid (e.g., "Pay to the order of John Doe").[48]
3. **Restrictive Indorsement:** Limits the further use or negotiation of the instrument (e.g., "For deposit only").[51]

The Mechanics of the Qualified Indorsement

Under standard law, a party who indorses a check or note incurs secondary liability; if the primary drawee (the bank or the maker of the note) dishonours the instrument, the indorser is legally obligated to pay it.[38]

To avoid this secondary liability, an indorser can use a qualified indorsement by adding the specific phrase "Without Recourse".[41] This legally disclaims secondary liability, acting as a transfer of title to the instrument without a guarantee of payment.[48] In legitimate banking, this is often used when loans or mortgages are sold and assigned in bulk to secondary markets, where the selling bank transfers the asset but refuses to guarantee the borrower's future performance.

The Brandon Joe Williams Indorsement Strategy

Williams implements a highly specific, engineered strategy designed to exploit these indorsement rules. In his documentation and templates, he issues blanket administrative notices declaring that "All previous blank indorsements are hereby rescinded pursuant to UCC 3-202".[4] He then dictates that all future bills of exchange and promissory notes must bear a special and restrictive indorsement reading exactly as follows:

"WITHOUT RECOURSE. Pay to the Order of: BRANDON JOE WILLIAMS. By: /s/ Brandon Joe Williams/agent".[4]

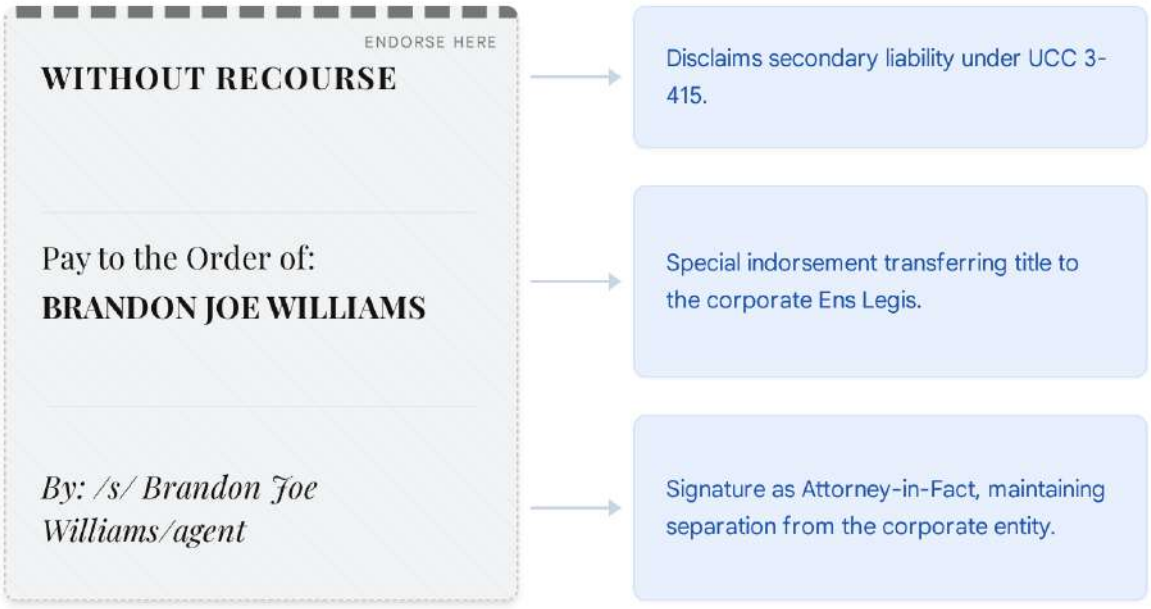
The theoretical objective of this precise syntax is twofold.

First, by claiming to administratively "rescind" prior blank indorsements on his original, historically executed loan documents (such as a signed mortgage note or credit card agreement), he attempts to invalidate the bank's status as a "Holder in Due Course".[41] A Holder in Due Course is a powerful legal status in commercial law that protects the current holder of an instrument from many of the defences the original debtor might raise against the original creditor.[55] By arguing that the indorsement chain is broken, the practitioner believes they can nullify the institution's right to enforce the debt.

Second, by indorsing his own self-generated bills of exchange "without recourse" to his corporate entity ("BRANDON JOE WILLIAMS" in all caps), he attempts to negotiate these debt-discharge instruments into the commercial system while legally immunizing his living self (signing purely as an "agent" or "attorney-in-fact") from any liability when the instrument inevitably bounces or is rejected.[4]

ECCLESIA LAW

Anatomy of the 'Without Recourse' Indorsement Strategy



This visual breaks down the specific restrictive indorsement utilized in alternative commercial theories. By explicitly utilizing 'Without Recourse' and delineating the 'agent' from the all-caps 'entity,' the practitioner attempts to transfer commercial paper while shielding the natural person from secondary liability.

Data source: Scribd Document Library

While mechanically mimicking the terminology of the UCC, this strategy fails in practice. It presupposes that a private citizen can unilaterally alter the historical indorsement chain of securitized contracts after the fact, and it assumes that creditors are bound to accept newly generated, unfunded instruments simply because they feature sophisticated, protective indorsement language.[7]

ECCLESIA LAW

Weaponization of the Registry: UCC-3 Lawsuits and Financing Statements

Beyond the issuance of paper instruments and modified invoices, a major tactical avenue for proponents of alternative debt discharge is the weaponization of state and national public registries through Uniform Commercial Code Article 9 filings, specifically UCC-1 Financing Statements and UCC-3 Amendments.[60]

The Legitimate Function of UCC Filings

In legitimate commercial practice, Article 9 of the UCC governs secured transactions. A UCC-1 Financing Statement is filed by a creditor with a Secretary of State to give public notice that it has or may have an interest in the personal property of a debtor, thereby "perfecting" a security interest.[61] This establishes the creditor's priority over other claimants. When the underlying debt is paid off, or the security interest is otherwise dissolved, a UCC-3 Termination Statement is filed to extinguish the lien and clear the debtor's public record.[61]

The Bogus Filing Strategy

Alternative commercial theorists utilize these forms both offensively against creditors and defensively to shield assets.

1. **The Defensive "Strawman" Lien:** Practitioners are routinely instructed to file a UCC-1 Financing Statement against their own corporate fiction (the ALL CAPS name), naming the living natural person as the secured party creditor.[18] The collateral listed in these filings usually includes the individual's birth certificate, social security number, signature, and all present and future physical property.[18] The underlying theory is that by holding the primary perfected security interest over their own commercial entity, they legally insulate their assets from government levies, tax attachments, or legitimate commercial creditors, acting as the ultimate senior lienholder.
2. **Offensive Fraudulent Terminations:** When faced with legitimate collection efforts, such as a mortgage foreclosure or vehicle repossession, practitioners may unilaterally file a UCC-3 Termination Statement.[60] In the filing, they claim that the debt has been satisfied or discharged via their previously mailed A4V documents or private bills of exchange.[60]

These filings are highly recognizable to state administrators due to specific vernacular. They frequently include the phrases "accepted for value," "HJR 192," references to the "strawman," and claims that the debtor is a "transmitting utility" or "bailee/bailor".[23]

While a fraudulently filed UCC-3 does not legally extinguish a valid security interest or cancel a real debt, it creates severe administrative chaos. It clouds property titles, delays business acquisitions, and forces legitimate creditors to expend significant legal resources and time to clear the public record.[61]

Institutional and Legislative Countermeasures

The proliferation of these "bogus filings"—often termed paper terrorism—has prompted significant legislative pushback. Numerous states have amended their commercial codes to allow for expedited judicial review of suspicious filings, enhanced civil penalties for fraudulent filers, and the implementation of UCC-5 Information Statements.[60] A UCC-5 allows a legitimate creditor or wrongfully named party to place a statement on the public record indicating that a previous UCC-3 termination was unauthorized or fraudulently filed, thereby protecting the chain of title while the dispute is litigated.[62]

Judicial Reception: The Brandon Joe Williams Litigation Record

The theoretical complexity of these commercial law interpretations dissolves almost immediately upon contact with the judiciary. State and federal courts have developed a robust and entirely uniform body of case law rejecting the vapor money theory, A4V tactics, and the use of private bills of exchange as valid methods of debt settlement.[7]

An examination of the recent litigation spearheaded by or involving Brandon Joe Williams provides a definitive, empirical look at how the judiciary handles these methodologies. Williams has initiated or directed multiple federal lawsuits attempting to enforce his commercial theories, all of which have been summarily dismissed.

Williams v. American Express Company (C.D. Cal. 2024)

In early 2024, Williams filed a pro se lawsuit against American Express Company and its subsidiary (Case No. 2:24-cv-01631) in the U.S. District Court for the Central District of California.[68] The dispute arose after Williams attempted to pay his outstanding credit card debts using alternative commercial documents, asserting the legal ability to "create currency" to discharge his obligations.[70]

When American Express rejected these forms and closed his accounts, Williams filed an eleven-claim complaint. He alleged breach of contract, forced labour, and various federal civil and criminal violations, arguing that the institution was legally mandated to process his instruments.[70]

The defendants moved to dismiss the claims under Federal Rule of Civil Procedure 12(b)(6) for failure to state a plausible claim, categorizing the complaint as relying entirely on the frivolous "vapor money" theory.[70] Judge Michael W. Fitzgerald granted the motion to dismiss the action in its entirety.[70] The court noted that the crux of the complaint was that the defendant violated the law by refusing to accept the plaintiff's alternative attempts to pay his debts.[71] The court found that the federal statutes cited by Williams did not provide a private right of action. Furthermore, the court denied Williams leave to amend the complaint, ruling that any amendment based on the same core "vapor money" theory would be inherently futile.[70]

Knapp v. Compass Minn, LLC / Wings Credit Union (D. Minn. 2024)

In another revealing case, Williams acted not as a direct plaintiff, but as an "attorney-in-fact" directing the litigation strategy for plaintiffs Preston and Michelle Knapp.[33] The Knapps held a $1,119,400 mortgage and a Home Equity Line of Credit (HELOC) with Wings Credit Union.[34] In late 2023, the Knapps appointed Williams, granting him a durable power of attorney with the purported power to perform any act necessary to deposit, negotiate, or exchange any note, security, or draft of the United States.[34]

Operating under this power, Williams sent commercial "orders" to the credit union in early 2024.[34] The complaint alleged that these orders constituted an "unconditional tender of payment in accordance with UCC 3-603," an "unconditional order to pay," and that the plaintiffs had submitted "another entire promissory note in order to perform on the mortgage".[34] Essentially, the strategy was an attempt to pay off over a million dollars in secured real estate debt using newly drafted, private negotiable instruments engineered by Williams.[34]

When the defendants refused to honour the private instruments, clear the debt, and place the requested funds in escrow, the Knapps sued for breach of contract and breach of fiduciary duty.[33] Judge Susan Richard Nelson dismissed the claims.[33] The court systematically dismantled the argument, stating that the plaintiffs' theory "is nonsensical and fundamentally misunderstands how negotiable instruments work".[7] The court found absolutely no legal basis or statutory provision that forced the defendants to accept private collateral securities in exchange for discharging actual, historically funded mortgage debt.[33]

Williams v. City of Glendale (C.D. Cal. 2024-2025)

Williams also targeted municipal utility entities. In August 2024, he filed a "Negotiable Instrument" lawsuit against the City of Glendale and Glendale Water and Power (Case No. 2:24-cv-07039).[73] As in his other suits, the underlying dispute involved alternative methods of debt settlement using bills of exchange and allegations of breach of contract and fiduciary duty when the city refused to process the documents.[73]

The City of Glendale moved to dismiss the case.[73] Judge Hernan D. Vera granted the motion on strict jurisdictional grounds.[74] The court noted that subject matter jurisdiction in federal court requires either a federal question or diversity of citizenship. Because the claims for breach of contract and fiduciary duties were strictly state law claims, no federal question existed.[74] Furthermore, the court noted that Williams' requested relief was only $4,000—vastly below the $75,000 threshold required to establish diversity jurisdiction.[74] When Williams failed to file an amended complaint within the allotted 30 days, the court officially dismissed and terminated the case in January 2025.[74]

ECCLESIA LAW

Williams v. U.S. Small Business Administration (C.D. Cal. 2024)

Applying his theories to federal loans, Williams sued the United States Small Business Administration (SBA) (Case No. 2:24-cv-09553).[6] The lawsuit, initially filed in state court and subsequently removed to federal court, alleged breach of contract based on his attempts to challenge or settle his debts via his standardized methods.[76]

The SBA moved to dismiss, arguing that the claims were explicitly barred by sovereign immunity and were inadequately pled under federal standards.[6] Judge R. Gary Klausner agreed with the defence, denying Williams' motion to remand the case back to state court, granting the SBA's motion to dismiss, and terminating the action in its entirety in December 2024.[6]

Case Name / Jurisdiction	Debt Context	Core Plaintiff Argument	Court Ruling & Rationale
Williams v. American Express (C.D. Cal. 2024)	Credit Card Debt	Refusal of alternative commercial forms and "currency creation" violated law.	**Dismissed.** Vapor money theory is frivolous; cited statutes provide no private right of action.
Knapp v. Compass Minn (D. Minn. 2024)	$1.1M Mortgage & HELOC	Tender of payment (UCC 3-603) via private notes was unlawfully rejected.	**Dismissed.** Theory is nonsensical and fundamentally misunderstands negotiable instruments.
Williams v. City of Glendale (C.D. Cal. 2024)	Municipal/Utility Debt	Breach of contract regarding processing of negotiable instruments.	**Dismissed.** Lack of federal question and failure to meet the $75,000 diversity threshold.
Williams v. US SBA (C.D. Cal. 2024)	Federal SBA Loans	Breach of contract regarding debt challenge.	**Dismissed.** Claims barred by sovereign immunity and inadequately pled.

ECCLESIA LAW

Commercial Reality and Institutional Burden

The pervasive promotion of the A4V process and the "Contract Killer" methodology creates significant operational friction for the institutions targeted by these filings, while simultaneously creating profound financial risks for the consumers who employ them.

The Administrative Burden on Creditors and Courts

When a debt collector, bank, or government agency receives a bill stamped "Accepted for Value" or a complex, multipage "International Bill of Exchange," they face a distinct administrative burden. The debt remains entirely unsettled because the offered payment is legally invalid.[28] However, because practitioners are explicitly instructed to view any silence as "acquiescence" or "dishonour," creditors are often forced to expend resources generating formal legal correspondence. They must explicitly reject the bogus documents to prevent the debtor from falsely claiming a default or filing a retaliatory UCC-3 lien.[17]

As seen in the Pennsylvania Public Utility Commission case involving a debtor submitting A4V documents and "Affidavits of Individual Surety" to pay utility bills, the utility provider had to formally notify the individual that they were rejecting the "bogus monetary documents".[21] When the consumer escalated to a $100 million lawsuit demanding his bills be "Accepted for Value and Returned for Value," the Commission ultimately ruled that references to House Joint Resolution 192 were completely irrelevant and beyond their jurisdiction, striking the complaints as impertinent.[29]

The Danger to the Consumer

The propagation of these theories poses a profound risk to the consumers who adopt them. Believing they have successfully discharged their debts via a UCC 3-603 tender of payment or a private bill of exchange, debtors almost universally cease making legitimate payments.[9]

Because the legal system does not recognize the debt as discharged, this leads directly to compounding late fees, severe credit degradation, wage garnishment, and the ultimate foreclosure or repossession of assets.[7] Furthermore, as noted in expert commentary regarding fraudulent debt elimination schemes, relying on these tactics in bankruptcy or federal court does not merely fail; it can lead to judicial sanctions, the dismissal of bankruptcy protections, and, in severe cases involving the mass filing of fraudulent financial documents, criminal prosecution for mail fraud or the passing of fictitious obligations.[13]

ECCLESIA LAW

Conclusion

The alternative commercial strategies championed by figures like Brandon Joe Williams—ranging from "Accepted for Value" endorsements to the deployment of private bills of exchange under UCC 3-603—represent a highly stylized misinterpretation of American commercial law.

By isolating historical events like the 1933 suspension of the gold standard and divorcing the Uniform Commercial Code from its functional context, these theories construct an internally consistent but legally invalid alternate reality. While the physical mechanics of the strategy (stamping documents, formatting specialized "without recourse" indorsements, and filing UCC-3 financing statements) mimic legitimate financial administration, they lack the indispensable element of commercial substance: actual, funded legal tender recognized by the state.

The empirical outcome of utilizing these methods is unequivocal. Federal and state courts have consistently and categorically dismantled these frameworks, labelling them as frivolous "vapor money" theories. As evidenced by the sweeping dismissals in Williams' litigation against American Express, the City of Glendale, the SBA, and various mortgage lenders, the judiciary does not recognize private, self-funded promissory notes as a valid tender of payment, nor does it view the refusal of such notes as a statutory discharge of debt. Ultimately, the established legal and financial systems remain entirely impervious to these pseudo-legal debt settlement methodologies.

ECCLESIA LAW

Works cited

1. EP - 164 - Escape the Matrix with Brando Joe Williams - Apple Podcasts, accessed on March 6, 2026, https://podcasts.apple.com/us/podcast/ep-164-escape-the-matrix-with-brando-joe-williams/id1610394562?i=1000696586568
2. Brandon Joe Williams: Unlocking Prosperity and Autonomy Through Unveiling Legal Principles - YouTube, accessed on March 6, 2026, https://www.youtube.com/watch?v=AqSONXvMhOg
3. Rise To Liberty - Spreaker, accessed on March 6, 2026, https://www.spreaker.com/show/6854487/episodes/feed
4. (READ) OSF - Revocation of Election To Be Treated As A U.S. Resident | PDF - Scribd, accessed on March 6, 2026, https://www.scribd.com/document/802066143/READ-OSF-Revocation-of-Election-to-Be-Treated-as-a-U-S-Resident
5. OSF - Revocation of Election To Be Treated As A U.S. Resident, accessed on March 6, 2026, https://www.scribd.com/document/910156785/OSF-Revocation-of-Election-to-Be-Treated-as-a-U-S-Resident
6. Brandon Joe Williams v. United States Small Business Administration - Justia Dockets, accessed on March 6, 2026, https://docs.justia.com/cases/federal/district-courts/california/cacdce/2:2024cv09553/947250/23
7. Slaughter v. First Am. Bank | 24-cv-75-pp | E.D. Wis. | Judgment | Law | CaseMine, accessed on March 6, 2026, https://www.casemine.com/judgement/us/67727c61d17ef612d803036f
8. Page - EFIS, accessed on March 6, 2026, https://efis.psc.mo.gov/Document/Display/799839
9. Discharging Debts with Bills of Exchange | PDF | Negotiable Instrument | Promissory Note, accessed on March 6, 2026, https://www.scribd.com/document/136442281/Bill-of-Exchange-Careful
10. Jlthltt~.erfrtt.e
11. Admin Payoff Template | PDF | Banks | Legal Tender - Scribd, accessed on March 6, 2026, https://www.scribd.com/document/951024615/Admin-Payoff-Template
12. Weapons of mass distraction: strategies for countering the paper terrorism of sovereign citizens - Homeland Security Digital Library, accessed on March 6, 2026, https://www.hsdl.org/c/view?docid=811407
13. Strawman theory - Wikipedia, accessed on March 6, 2026, https://en.wikipedia.org/wiki/Strawman_theory
14. Sovereign citizens: A narrative review with implications of violence towards law enforcement, accessed on March 6, 2026, https://pmc.ncbi.nlm.nih.gov/articles/PMC7513757/

15. Litigation Road - American Bar Association, accessed on March 6, 2026, https://www.americanbar.org/content/dam/aba/publications/litigation_journal/litigation-winter-2024.pdf
16. Gov Uscourts Cacd 947250 25 1 | PDF | Fourteenth Amendment To The United States Constitution | Lawsuit - Scribd, accessed on March 6, 2026, https://www.scribd.com/document/842814485/gov-uscourts-cacd-947250-25-1-1
17. ScP 2 8 2021 101*1 - Supreme Court of the United States, accessed on March 6, 2026, https://www.supremecourt.gov/DocketPDF/21/21-1067/211982/20220202152739944_20220202-151742-00002307-00007658.pdf
18. The Press 03.29.2024 by Brentwood Press & Publishing - Issuu, accessed on March 6, 2026, https://issuu.com/brentwoodpress/docs/thepress_03.29.2024?fr=sOWY5ODYzMDE2MDk
19. n8corropdeclaration_01.txt - SEC.gov, accessed on March 6, 2026, https://www.sec.gov/Archives/edgar/data/1800970/000180097020000001/n8corropdeclaration_01.txt
20. 1 IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA TERRENCE RICHARDSON,)) Plaintiff)) v.) C.A. - GovInfo, accessed on March 6, 2026, https://www.govinfo.gov/content/pkg/USCOURTS-pawd-1_10-cv-00162/pdf/USCOURTS-pawd-1_10-cv-00162-0.pdf
21. PENNSYLVANIA - Public Utility Commission, accessed on March 6, 2026, https://www.puc.pa.gov/pcdocs/1089195.doc
22. Your Debt Is PREPAID | PDF - Scribd, accessed on March 6, 2026, https://www.scribd.com/doc/305645247/Your-Debt-is-PREPAID
23. STAYCATION - Chicago Reader, accessed on March 6, 2026, https://issues.chicagoreader.com/pdf/2019/071119-small.pdf
24. Weapons of mass distraction: strategies for countering the paper terrorism of sovereign citizens - Calhoun, accessed on March 6, 2026, https://calhoun.nps.edu/server/api/core/bitstreams/df59df17-88b1-4085-a703-41e07a4532e0/content
25. E-ZPass Sent Me Over 100 Violations — Worth Fighting or Just Join the Amnesty Program? : r/newjersey - Reddit, accessed on March 6, 2026, https://www.reddit.com/r/newjersey/comments/1mc216w/ezpass_sent_me_over_100_violations_worth_fighting/
26. Sovereign Citizens: An Introduction for Law Enforcement - Public Intelligence, accessed on March 6, 2026, http://info.publicintelligence.net/FBI-SovereignCitizens.pdf

27. Promissory Notes - a Freedom of Information request to Department of the Treasury, accessed on March 6, 2026, https://www.righttoknow.org.au/request/promissory_notes?unfold=1
28. What Happens if a Debt Collector Refuses Payment? - JG Wentworth, accessed on March 6, 2026, https://www.jgwentworth.com/resources/what-happens-if-a-debt-collector-refuses-payment
29. 1071728.doc - Pennsylvania Public Utility Commission, accessed on March 6, 2026, https://www.puc.pa.gov/pcdocs/1071728.doc
30. Williams v. Dayton Water - Supreme Court of Ohio, accessed on March 6, 2026, https://www.supremecourt.ohio.gov/rod/docs/pdf/2/2020/2020-Ohio-4332.pdf
31. Tanya Jones v. Diane Rosenberg, No. 124, September Term, 2007 - Maryland Courts, accessed on March 6, 2026, https://www.mdcourts.gov/data/opinions/cosa/2008/124s07.pdf
32. UCC Expert's Corner: Court Finds Bill of Exchange Not Legal Tender for Payment Under Chapter 13 Plan - CSC Blog, accessed on March 6, 2026, https://blog.cscglobal.com/ucc-experts-corner-court-finds-bill-of-exchange-not-legal-tender-for-payment-under-chapter-13-plan/
33. Knapp v. Compass Minn., LLC | 24-cv-00100 (SRN-DTS) - CaseMine, accessed on March 6, 2026, https://www.casemine.com/judgement/us/66613b7465621832147931ad
34. Knapp v. Wings Credit Union, No. 0:2024cv00434 - Document 35 (D. Minn. 2024), accessed on March 6, 2026, https://law.justia.com/cases/federal/district-courts/minnesota/mndce/0:2024cv00434/213253/35/
35. HAUSCHILDT_v_AGTEXAS_FARM_CREDIT_SERVICES__txwdce, accessed on March 6, 2026, https://www.pacermonitor.com/public/filings/D537WTLY/HAUSCHILDT_v_AGTEXAS_FARM_CREDIT_SERVICES__txwdce-24-00086__0001.0.pdf
36. 41st Annual Conference on Legal Issues for Financial Institutions Course Materials - Dinsmore, accessed on March 6, 2026, https://www.dinsmore.com/wp-content/uploads/2021/10/LIFI21_CourseMaterials_Packet.pdf
37. Business Lawyer - Spring 2024 - American Bar Association, accessed on March 6, 2026, https://www.americanbar.org/content/dam/aba/publications/business-law/business-lawyer/2024/full-issue-202405.pdf
38. Discharge of Contract—Performance and Tender: What Are the Operative Principles for a Global Community? | Florida Law Review, accessed on March 6, 2026, https://www.floridalawreview.com/article/80304-discharge-of-contract-performance-and-tender-what-are-the-operative-principles-for-a-global-community.pdf

39. Jeankeat Treatise | PDF | Real Estate Investment Trust | Securities (Finance) - Scribd, accessed on March 6, 2026, https://www.scribd.com/doc/54551044/Jeankeat-Treatise
40. Case No. 08-10035) GILBERT MANDEL HARRISON - US Bankruptcy Court, Northern District of Ohio, accessed on March 6, 2026, https://www.ohnb.uscourts.gov/sites/default/files/opinions/op-20080625-re-gilbert-mandel-harrison-pmc_0.pdf
41. Negotiable Instruments, accessed on March 6, 2026, https://www.bobfarley.us/0300lawclasses/315businesslaw/Books/Negotiable%20Instruments%20-%20Andersons%20Business%20Law.pdf
42. RECEIVED - KY PSC, accessed on March 6, 2026, https://psc.ky.gov/pscscf/2025%20cases/2025-00205/20250829_Roy%20Leon%20Tyndall%20Response%20to%20Commission%20Order.pdf
43. UNITED STATES BANKRUPTCY JUDGE SOUTHERN DISTRICT OF NEW YORK ----------, accessed on March 6, 2026, https://www.nysb.uscourts.gov/sites/default/files/opinions/246681_52_opinion.pdf
44. § 3-603. TENDER OF PAYMENT. | Uniform Commercial Code | US Law - LII, accessed on March 6, 2026, https://www.law.cornell.edu/ucc/3/3-603
45. General Law - Part I, Title XV, Chapter 106, Article3, Section 3-603 - Massachusetts Legislature, accessed on March 6, 2026, https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter106/Article3/Section3-603
46. Article Three: Commerical Paper - Carolina Law Scholarship Repository, accessed on March 6, 2026, https://scholarship.law.unc.edu/cgi/viewcontent.cgi?article=2253&context=nclr
47. 1 UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF TENNESSEE SOUTHERN DIVISION In re:)) No. 1:14-bk-15544-SDR RODNEY MAURIC, accessed on March 6, 2026, https://www.tneb.uscourts.gov/sites/tneb/files/opinions/11_20_2015_in_re_hill.pdf
48. The law of negotiable instruments, including promissory notes, bills of exchange, bank checks and other commercial paper, with t, accessed on March 6, 2026, https://dn790007.ca.archive.org/0/items/lawofnegotiablei00ogde/lawofnegotiablei00ogde.pdf
49. ADVANCE SHEETS COURT OF APPEALS - The North Carolina Judicial Branch, accessed on March 6, 2026, https://www.nccourts.gov/assets/documents/advanced-sheets/244-4.pdf?L74PobN7l5dO7YoGArgt_u3GhymFLipf
50. POV: opposing counsel is BRANDON JOE WILLIAMS®, the court has a gold fringe on their flag, and the judge asks you how many negotiable instruments you intend to tender per the UCC - Reddit, accessed on March 6, 2026,

https://www.reddit.com/r/Lawyertalk/comments/1qt7jw2/pov_opposing_counsel_is_brandon_joe_williams_the/

51. SECTION 3-603 Payment or Satisfaction - NYS Open Legislation | NYSenate.gov, accessed on March 6, 2026, https://www.nysenate.gov/legislation/laws/UCC/3-603
52. Commentaries on American Law, Vol. 3 (1829) - LONANG Institute, accessed on March 6, 2026, https://lonang.com/wp-content/download/Kent-CommentariesVol-3.epub
53. Negotiable Instruments | PDF | Statutory Interpretation | Cheque - Scribd, accessed on March 6, 2026, https://www.scribd.com/document/609678975/Negotiable-Instruments
54. The law of negotiable instruments, including promissory notes, bills of exchange, bank checks and other commercial paper, with t, accessed on March 6, 2026, https://archive.org/download/negotiableinstru00ogde/negotiableinstru00ogde.pdf
55. Conflict of Laws: Uniform Commercial Code - NDLScholarship, accessed on March 6, 2026, https://scholarship.law.nd.edu/cgi/viewcontent.cgi?article=3525&context=ndlr
56. Tennessee Law Review - Legal Scholarship Repository, accessed on March 6, 2026, https://ir.law.utk.edu/cgi/viewcontent.cgi?article=1641&context=tennesseelawreview
57. RECENT IMPORTANT DECISIONS - University of Michigan Law School Scholarship Repository, accessed on March 6, 2026, https://repository.law.umich.edu/cgi/viewcontent.cgi?article=13708&context=mlr
58. The Press 03.08.2024 by Brentwood Press & Publishing - Issuu, accessed on March 6, 2026, https://issuu.com/brentwoodpress/docs/thepress_03.08.2024
59. CONTRACTS-BILLS AND NOTES-PRECEDENT DEBT AS CONSIDERATION IN THE LAW OF CONTRACTS AND NEGOTIABLE INSTRUMENTS - University of Michigan Law School Scholarship Repository, accessed on March 6, 2026, https://repository.law.umich.edu/cgi/viewcontent.cgi?article=9071&context=mlr
60. Committee Hearing Transcript - C G A, accessed on March 6, 2026, https://www.cga.ct.gov/2002/juddata/chr/2002JUD00318-R001100-CHR.htm
61. 'Authority' to Terminate Financing Statements Under UCC - Duane Morris LLP, accessed on March 6, 2026, https://www.duanemorris.com/articles/authority_to_terminate_financing_statements_under_ucc_10085.html
62. Protecting Your Business Against Fraudulent UCC Financing Statements, accessed on March 6, 2026, https://www.apslaw.com/its-your-business/2021/06/15/thats-bogus-protecting-your-business-against-fraudulent-ucc-financing-statements/
63. Best Practices: Debtor Filed UCC Terminations - Starfield & Smith Attorneys at Law, accessed on March 6, 2026, https://starfieldsmith.com/2017/12/best-practices-debtor-filed-ucc-terminations/

64. appellate division - NY Courts, accessed on March 6, 2026, https://www.nycourts.gov/reporter/files/bv/213AD3d.pdf
65. How to Discharge a Debt with UCC | Solo Blog - SoloSuit, accessed on March 6, 2026, https://www.solosuit.com/posts/discharge-debt-with-ucc
66. Chicago Reader, accessed on March 6, 2026, https://issues.chicagoreader.com/pdf/2019/071819-small.pdf
67. State Strategies to Subvert Fraudulent Uniform Commercial Code (UCC) Filings - NASS, accessed on March 6, 2026, https://www.nass.org/sites/default/files/surveys/2017-08/final-nass-report-bogus-filings-040914.pdf
68. Brandon Joe Williams v. American Express Company et al 2:2024cv01631 - Justia Dockets, accessed on March 6, 2026, https://dockets.justia.com/docket/california/cacdce/2:2024cv01631/917096
69. Brandon Joe Williams v. American Express Company et al - PacerMonitor, accessed on March 6, 2026, https://www.pacermonitor.com/public/case/52597647/Brandon_Joe_Williams_v_American_Express_Company_et_al
70. Brandon Joe Williams v. American Express Company, 2:24-cv-01631 - Midpage, accessed on March 6, 2026, https://app.midpage.ai/case/brandon-joe-williams-v-american-1000405165368
71. Brandon Joe Williams v. American Express Company, 2:24-cv-01631 - Midpage, accessed on March 6, 2026, https://app.midpage.ai/document/brandon-joe-williams-v-american-1000405165368
72. Knapp et al v. Compass Minnesota, LLC et al, No. 0:2024cv00100 - Document 59 (D. Minn. 2024) - Justia, accessed on March 6, 2026, https://law.justia.com/cases/federal/district-courts/minnesota/mndce/0:2024cv00100/212713/59/
73. Brandon Joe Williams v. City of Glendale 2:2024cv07039 - Justia Dockets, accessed on March 6, 2026, https://dockets.justia.com/docket/california/cacdce/2:2024cv07039/938139
74. Brandon Joe Williams v. City of Glendale (2:24-cv-07039), California Central District Court, accessed on March 6, 2026, https://www.pacermonitor.com/public/case/54813179/Brandon_Joe_Williams_v_City_of_Glendale
75. Update on BRANDON JOE WILLIAMS® vs. City of Glendale : r/Lawyertalk - Reddit, accessed on March 6, 2026, https://www.reddit.com/r/Lawyertalk/comments/1qrfh97/update_on_brandon_joe_williams_vs_city_of_glendale/

76. Brandon Joe Williams v. United States Small Business Administration - PacerMonitor, accessed on March 6, 2026, https://www.pacermonitor.com/public/case/55733790/Brandon_Joe_Williams_v_United_States_Small_Business_Administration
77. Brandon Joe Williams v. United States Small Business Administration - Justia Dockets, accessed on March 6, 2026, https://dockets.justia.com/docket/california/cacdce/2:2024cv09553/947250
78. ANSWER AND NEW MATTER TO RESPONDENT'S ANSWER AND NEW MATTER - Pennsylvania Public Utility Commission, accessed on March 6, 2026, https://www.puc.pa.gov/pcdocs/1889507.pdf
79. Debt Settlement: Misconceptions and What You Need to Know, accessed on March 6, 2026, https://mvlslaw.org/wp-content/uploads/2022/08/Debt-Settlement-_-Misconceptions-and-What-You-Need-to-Know.pdf